

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

JULY 8, 2019, 7:00 P.M.

1. Approval of the minutes of the June 24, 2019 regular meeting of the City Council.
2. Consideration: Resolution authorizing the execution of an agreement between the City and Architectural Graphic & Design Specialties, Inc. with respect to their design and manufacturing of gateway signs for the City.
3. Consideration: Resolution authorizing the installation of bullet resistant glass and related security improvements in the mall area of City Hall.
4. Consideration: Resolution authorizing the execution of a contractor agreement between the City and Goodgame Company, Inc. with respect to the construction of an equipment shed for the Public Works Department.
5. Announcement: The next regular meeting of the City Council will be July 22, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
6. Comments from residents.
7. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 24, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 24th day of June, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: William S. Pritchard III, Council President Pro Tempore

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Presentation by MAX on proposed fiscal year 2020 service to the City—Frank Martin, Interim Executive Director, Glen Dickerson, Director of Finance and Josh Johnson Director of Planning (Appendix 1.)
2. Beech Circle residents to address the City Council regarding ownership of the proposed gate on their street (Appendix 2).

The members of the City Council expressed their agreement that a limited liability corporation (LLC) will be acceptable as opposed to a homeowners' association and instructed the City Attorney to work with the neighborhoods' representative to draft an agreement. In summary, the terms of the agreement will be that the neighborhood will reimburse the City for the cost of the gate and any ancillary components (e.g., security cameras). The City shall own and maintain the gate and include it in its property and liability insurance program. Maintenance costs shall be invoiced to the neighborhood LLC to reimburse the City.

3. Cherokee Bend plaque options—Ronnie Vaughn and Sam Gaston (Motion No. 2019-091 was added to the 7 p.m. agenda.)
4. Green Initiative study and references—Ronnie Vaughn, Shanda Williams and Sam Gaston, Appendix 3 (Motion No. 2019-092 was added to the 7 p.m. agenda.)
5. Lochrane Smith to address the City Council on her concerns about the proposed sidewalks on Pine Ridge Road (Appendix 4).

James Harris, Jr. of 3151 Pine Ridge Road and Ms. Smith expressed concern that they were not notified of the planned sidewalk installation. They do not want the sidewalk citing 1) safety concerns (too close to the thoroughfare, and increased threat of break-ins), 2) too disruptive (loss of trees, shrubs and other details installed by residents in the right-of-way), and 3) poor use of resources (imprudent to construct a sidewalk that they feel will not be sufficiently utilized).

Alicia Baily with Sain Associates:

- This sidewalk segment received considerable support and positive feedback from residents during the public involvement meeting
- The project is in the early design phase and while the location has not been determined early indications are that the sidewalk will be on the west side as it is considered to be the least challenging from a construction perspective
- There will be other public involvement meetings in the future (likely fall of 2019) as more information becomes available
- The right-of-way will be re-landscaped during the project. Residents will only be responsible for personal assets (e.g., irrigation, dog fences, etc.) located in the right-of-way.

Residents in attendance who expressed their support for the sidewalk included: Patsy Dreher 513 Pine Ridge Trail and Patrick Carlton of 3514 Pine Ridge Road.

6. Review of the matters to be considered at the formal (7 p.m.) meeting

2. RECOGNITION OF GUEST

President Smith recognized Boy Scout Ed Wells from Troop 53.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 7:30 p.m.

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on June 24, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 24, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:35 p.m. on the 24th day of June, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: William S. Pritchard III, Council President Pro Tempore

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the June 10, 2019, regular meeting of the City Council

2019-087	Adopt the Personnel Board of Jefferson County 2018-2019 Classification Survey (no changes recommended)	Exhibit 1, Appendix 1
2019-088	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely a) 20 years of City service at any age or b) 10 years of City service who are eligible for normal retirement benefits and who elect to retire between July 31, 2019 through May 31, 2020	Exhibit 2, Appendix 2
2019-089	Authorize the expenditure of up to \$20,000 for public improvements along Poe Drive to be installed by a private developer	Exhibit 3, Appendix 3
2019-091	Motion authorizing the installation of a stone column (estimate 259) to display a metal Cherokee Bend sign at the entrance of Old Leeds Lane	Exhibit 4, Appendix 4
2019-092	Motion accepting a proposal creating an American Green Zone Alliance (AGZA) Green Zone	Exhibit 5, Appendix 5

Thereupon, the foregoing minutes, resolutions and motions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, resolutions and motions were then considered by the City Council. Council member Black seconded the motion to adopt the foregoing minutes, resolutions and motions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (Nos. 2019-087 through 2019-089) and motions (Nos 2019-091 and 2019-092) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. ANNOUNCEMENT: MAYROAL APPOINTMENT (NO. 2019-090) TO THE PLANNING COMMISSION (EXHIBIT 6)

Mayor Welch announced his appointment of Luther Barner (“Barney) Lanier to serve on the Planning Commission to fill the unexpired term of Jamie Gregory (No. 2015-035) to serve without compensation through March 9, 2021.

3. CONSIDERATION: ORDINANCE (NO. 2049) CALLING FOR A SPECIAL ELECTION IN THE CITY OF MOUNTAIN BROOK TO BE HELD ON SEPTEMBER 24, 2019, FOR THE PURPOSE OF VOTING ON A PROPOSED 10 MIL AD VALOREM TAX EXCLUSIVELY FOR EDUCATIONAL PURPOSES (EXHIBIT 7)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Womack made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Lloyd C. Shelton
Alice B. Womack

Nays: None

Abstained: Philip E. Black

The Council President Smith declared that the said ordinance (No. 2049) is hereby adopted by a vote of 3—0 and evidence thereof she signed the same

4. ANNOUNCEMENT

The next regular meeting of the City Council will be July 8, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. EXECUTIVE SESSION

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss a real estate negotiation. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Pritchard. There being no further discussion, the vote was called with the following results:

Ayes: Virginia C. Smith, Council President
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 4—0.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:40 p.m.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on June 24, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-087 A RESOLUTION ADOPTING THE PERSONNEL BOARD OF JEFFERSON COUNTY 2018—2019 ANNUAL CLASSIFICATION SURVEY

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that:

Section 1. The City Council of the City of Mountain Brook, Alabama, hereby adopts, without change, the Personnel Board of Jefferson County 2018—2019 Classification Survey dated June 11, 2019 (Exhibit A attached hereto).

Section 2. A copy of this Resolution shall be sent to the Personnel Board of Jefferson County.

APPENDIX 1

RESOLUTION NO. 2019-093

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, an agreement between the City and Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, subject to such minor revisions recommended by legal counsel, with respect to their design and manufacturing of gateway signage for the City.

ADOPTED: This 8th day of July, 2019.

Council President

APPROVED: This 8th day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 8, 2019, as same appears in the minutes of record of said meeting.

City Clerk



Karen Fowler <fowlerk@mtnbrook.org>

FW: Gateway signs

1 message

Sam Gaston <gastons@mtnbrook.org>
To: Karen Fowler <fowlerk@mtnbrook.org>

Mon, Jul 1, 2019 at 9:15 AM

For Formal Agenda.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: christopher@agdspecialties.com [mailto:christopher@agdspecialties.com]

Sent: Thursday, June 27, 2019 12:17 PM

To: Sam Gaston

Cc: BENSON, AMBER; Molly Wallace

Subject: Re: Gateway signs

Hello! Attached is the current pricing. We added \$400 to add the logo to the back of the Neighborhood Sign. So total material cost is \$10,785 + tax. Lead time is approximately 6 to 8 weeks from approval. Please let me know if questions. Thanks!

6 attachments



AGDS,-INC-9-2016-email.jpg
10K

 **Untitled attachment 01936.htm**
1K

 **MBSigns6-27-19.pdf**
330K

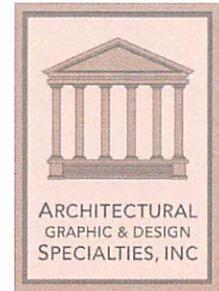
 **MB-A100FinalRev.pdf**
1119K

 **Untitled attachment 01939.htm**
13K

 **Untitled attachment 01942.htm**
16K

April 5, 2018
Revised June 27, 2019

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213



Re: Signage Budget for City Entrance/Neighborhood Signs

We have enjoyed working with you on this project. Following is the budget pricing based on drawing MB-A100.pdf:

1. Material Cost for City Entrance Signs @ \$6,235 each + tax
[Qty. of (1) Single-Sided Graphics]
- ~~2. Material Cost for Neighborhood Signs Option A @ \$1,750 each + tax~~
3. Material Cost for Neighborhood Signs Option B @ \$4,550 each + tax
Includes adding Mountain Brook Logo to back of Sign
4. Professional Services – Cost To Be Determined
 1. Field Location Surveys/ Stake-out for each Sign Location
 2. Photographic Documentation for each Location
 3. Graphic Detailing of Components

Note: Installation, Permits and Line Location by City of Mountain Brook

Terms: 50% Down payment, Balance Net 15 days

Please let me know if you have any questions. Thank you!

Sincerely,



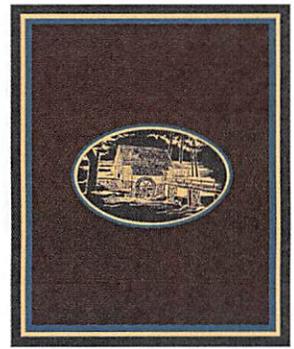
Christopher M. Brown, Sr. Vice President
Architectural Graphic & Design Specialties, Inc.



QTY. OF (1)
single-sided graphics

QTY. OF (1)
single-sided graphics

Logo on Back of Sign



back of sign

Approved 4/8/2019
City of Mountain Brook



existing sign



ARCHITECTURAL SIGNAGE
PLANNING-DESIGN-INSTALLATION
8053 MONTEVALLO ROAD, SOUTH
BIRMINGHAM, ALABAMA 35213
www.architecturalspecialties.net
All Design Rights Reserved

Exterior Sign Types:
CITY ENTRANCE SIGNS
NEIGHBORHOOD SIGNS

Job:
City of Mountain Brook
Mountain Brook, AL
4/03/2018, 4/09/2019

Notes:
All Aluminum Construction
Digitally Printed Logo
Reflective Vinyl Graphics

A-100
SIGNAGE

This document is the sole property of Architectural Signage & Design, Inc. The design and use of this document is subject to the terms and conditions of the Architectural Signage & Design, Inc. contract.

CITY ENTRANCE SIGNS

NEIGHBORHOOD SIGNS -Option B

RESOLUTION NO. 2019-094

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the installation of bullet resistant glass and related security improvements in the mall area of the City's Municipal Complex.

ADOPTED: This 8th day of July, 2019.

Council President

APPROVED: This 8th day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 8, 2019, as same appears in the minutes of record of said meeting.

City Clerk



NELSON GLASS

2213 6th Avenue South, Birmingham, AL 35233, Phone 205 322-1627, Fax 205 322-1619

email : sandy@nelsonglass.com

www.nelsonglass.com

Mtv. Brake

FAX TRANSMISSION

6-24-19

DATE : ~~5-28-19~~

TO: Steve

FROM: Sandy

SUBJECT:

FAX NO: _____

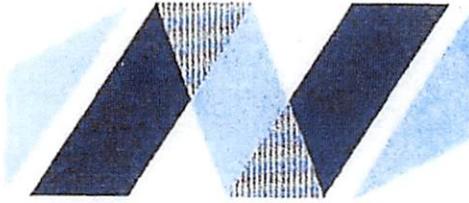
DR Glass

Number of Pages (Including Cover Sheet) 2

Photo

Boove S & Mtv Brake.org

NELSON GLASS COMPANY



2213 - 6th AVENUE SOUTH, BIRMINGHAM, AL 35233, PHONE 205-322-1627, FAX 205-322-1619

Proposal

City Of Mountain Brook

May 28, 2019

Attention: Steve Boone

Job: Mountain Brook City Hall 56 Church St.
Mountain Brook, Alabama

Phone: 205-325-8922

Fax: _____

Glass and Glazing.....

COST:

Scope of Work:

We Propose To Furnish And Install The Following:

Install Framing And Bullet Resistant Glass
Level 1 (9mm FMJ) \$26,160.00
Level 2 (.357 Magnum) \$27,830.00
Level 3 (.44 Magnum) \$30,180.00

Exclude Final Cleaning
Need To Make Sure Counter Is Structually Sound
Current Lead Time Is 5 To 6 Weeks

Nelson Glass Company

By: Sandy Martin

RESOLUTION NO. 2019-095

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a contractor agreement between the City and Goodgame Company, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the construction of an equipment shed for the Public Works Department.

ADOPTED: This 8th day of July, 2019.

Council President

APPROVED: This 8th day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 8, 2019, as same appears in the minutes of record of said meeting.

City Clerk



2311 3RD AVENUE
SOUTH
PELL CITY, ALABAMA
35128

PHONE: (205) 338-2551
FAX: (205) 338-7736

PROPOSAL / CONTRACT

GCKBK061719-01

PROPOSAL SUBMITTED TO:
Ronnie Vaughn – City of Mt. Brook

PHONE:
205.802.3865

E-Mail:
vaughnr@mtnbrook.org

DATE:
06/17/2019

STREET:
56 Church Street

CITY, STATE & ZIP:
Mountain Brook, Alabama 35213

LOCATION:

We hereby submit specifications and prices for:

A 20' X 75' X 16' (High Side), 14' – 6" (Low Side), 1:12 roof pitch, Single slope, clear span; AISC QUALITY CERTIFICATION, pre-engineered Metal Building designed for 20 PSF roof load with tributary loading, 90 MPH wind load, and one-pound collateral load.

BUILDING ACCESSORIES

One (1) Pound Collateral Load
EXCLUDES Vinyl Insulation
EXCLUDES Colored Walls, 26 Gauge, Screw On
Galvalume Roof, 26 Gauge, Screw Down
EXCLUDES Gutters and Downspouts
Non-expandable End Walls

EXCLUDES

Plumbing
Electrical
Permit

INCLUDES

Tax
Anchor Bolts
Freight
Erection

CONCRETE WORK

Eight (8) 24" Sono Tube Piers ONLY
EXCLUDES Grade Work

WE PROPOSE to furnish material and labor, in accordance with above specifications for the sum of:

Forty-Six Thousand Four Hundred Sixty and 00/100 Dollars..... (\$46,460.00)

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Due to rapidly escalating prices and extreme volatility in the pricing of steel, petroleum-based construction products and other related items, the price set forth in this proposal/contract applies only to orders that are ordered and paid for within 10 days of the date of this proposal/contract. All other orders shall be subject to change based on changes in the price of steel, petroleum-based construction products and other related items charged to Contractor.

*The purchaser hereby agrees to secure and maintain hazard insurance in the amount of no less than the contract finished price. Said insurance must cover the minimum hazards of fire, lightning, windstorm, vandalism and theft. Purchaser agrees that any deductible secured with the hazard insurance is the responsibility of the purchaser. Builder agrees to furnish General Liability Insurance and Workman's Comp. Insurance

This proposal may be withdrawn if not accepted within 30 days.

Authorized
Signature _____

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

DR VER 1 CONTRACT – PUBLIC WORKS NEW SHED PROJECT EAST STREET 2019

CONTRACTOR AGREEMENT

Good Game Company (“Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. Project. Unless otherwise stated on the attached Exhibit A – Scope of Work (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”) in compliance with the requirements on Exhibit A.

Name of Project: Install New Storage Shed

Site of Project: Public Works Department Facility
3579 East Street
Mountain Brook, AL 35243

2. Scope of Work. See Exhibit A (which includes the Plans, Specifications, and June 17, 2019 Contractor Proposal, hereinafter the “Contractor Proposal”) that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for _____ () months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor's obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of forty six thousand four hundred and sixty (\$ 46,460 .00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that

- it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
 - (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and
 - (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). **Safety.** Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or nay of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder. .

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the Plans and Specifications attached to Exhibit A and the June 17, 2019 Contractor Proposal

(collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the Plans and Specifications; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the

Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA (CITY)

By: _____

Its: Mayor

Date: _____

_____ **(CONTRACTOR)**

By: _____

Its: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

1. Scope of Work.

See attached Plans, Specifications and June 17, 2019 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate _____ week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Ronald Vaughn
3579 East Street
Birmingham, AL 35243
Email: vaughnr @mtnbrook.org
Day Tel #: 205-802-3865

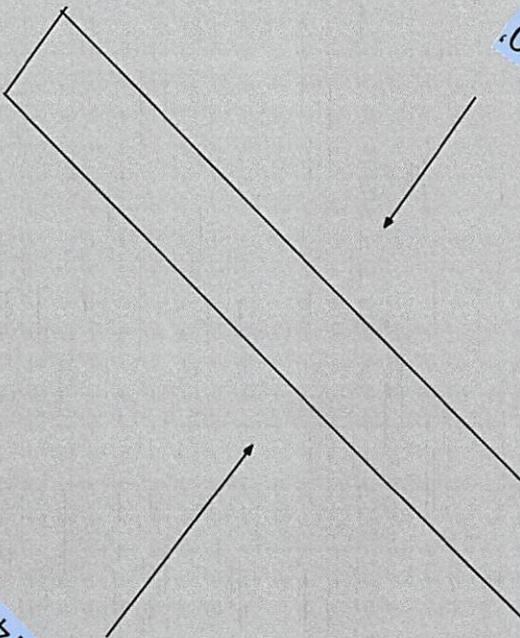
Contractor Project Representative:
Chris Seals
2311 3rd Avenue
Pell City, AL 35128
chris.seals@gcdgamecompany.com
Day Tel #: 205-338 - 2551
Contract # GCKBK061719-01

4. Special Conditions.

Grade work and concrete work excluding tubes for piers to be done by Public Works.

10 BAY
EQUIPMENT SHED

20' WIDE



70'

70'

(5 BAYS @ 14')

(5 BAYS @ 14')

20' WIDE

ROAD

